

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

GREAT NORTHERN INSURANCE COMPANY,
As Subrogee of Jon and Abby Winkelreid
Plaintiff(s)

VS.

FERGUSON & SHAMANIAN ARCHITECTS, LLP
and W.B. MARDEN COMPANY
Defendant(s)

Civil Action No.
05CV10165-RGS

AND

FERGUSON & SHAMANIAN ARCHITECTS, LLP
Third Party Plaintiff

VS.

THIRTY ACRE WOOD, LLC
Third Party Defendant

**THIRD PARTY DEFENDANT, THIRTY ACRE WOOD, LLC'S ANSWER TO THIRD PARTY
COMPLAINT AND CLAIM FOR JURY TRIAL**

Answering the Third Party Complaint the Third Party Defendant, admits, denies, and alleges as follows:

PARTIES

1. Thirty Acre Wood, LLC admits that Ferguson & Shamanian is an architecture firm. It is without sufficient information to admit or deny the remaining allegations and therefore denies them.
2. Thirty Acre Wood, LLC admits it is a construction company and denies the remaining allegations.

FACTS

3. Thirty Acre Wood, LLC admits the allegations in this paragraph.
4. Thirty Acre Wood, LLC admits the allegations in this paragraph.
5. Thirty Acre Wood, LLC admits the allegations in this paragraph.

6. Thirty Acre Wood, LLC denies that it shut down the water to the house and admits that it drained a portion of domestic water system.
7. Thirty Acre Wood, LLC denies the allegations in this paragraph.
8. Thirty Acre Wood, LLC denies the allegations in this paragraph.
9. Thirty Acre Wood, LLC denies the allegations in this paragraph.
10. Thirty Acre Wood, LLC denies the allegations in this paragraph.
11. Thirty Acre Wood, LLC denies the allegations in this paragraph.
12. Thirty Acre Wood, LLC denies the allegations in this paragraph.
13. Thirty Acre Wood, LLC denies the allegations in this paragraph.
14. Thirty Acre Wood, LLC admits the allegations in this paragraph.

COUNT I
(Contribution)

15. Thirty Acre Wood, LLC realleges and reavers its answers to paragraphs 1 through 14 of the Third Party Complaint and by reference incorporates them herein.
16. Thirty Acre Wood, LLC denies the allegations in this paragraph.
17. Thirty Acre Wood, LLC denies the allegations in this paragraph.

COUNT II
(Contractual Indemnification)

18. Thirty Acre Wood, LLC realleges and reavers its answers to paragraphs 1 through 17 of the Third Party Complaint and by reference incorporates them herein.
19. Thirty Acre Wood, LLC denies the allegations in this paragraph.
20. Thirty Acre Wood, LLC denies the allegations in this paragraph.

COUNT III
(Common Law Indemnification)

21. Thirty Acre Wood, LLC realleges and reavers its answers to paragraphs 1 through 20 of the Third Party Complaint and by reference incorporates them herein.
22. Thirty Acre Wood, LLC denies the allegations in this paragraph.

23. Thirty Acre Wood, LLC denies the allegations in this paragraph.

24. Thirty Acre Wood, LLC denies the allegations in this paragraph.

FIRST DEFENSE

The Third Party Plaintiff is estopped from asserting its claims and/or recovering on its claims due to its own acts or failure to act.

SECOND DEFENSE

If the Third Party Plaintiff suffered any injury or damage, the Third Party Defendant was not the proximate cause of such injury or damage.

THIRD DEFENSE

If the Third Party Plaintiff suffered any injury or damage, then the injury or damage was caused by the Third Party Plaintiff itself or by persons or things unknown to the Third Party Defendant and over whom the Third Party Defendant had no control.

FOURTH DEFENSE

And further Answering, the Third Party Defendant states that the intervening act of a third party or an act of God was the proximate cause of the alleged damage.

FIFTH DEFENSE

And further Answering, the Third Party Defendant states that the Third Party Plaintiff has failed to act reasonably to mitigate the Third Party Plaintiff's damages.

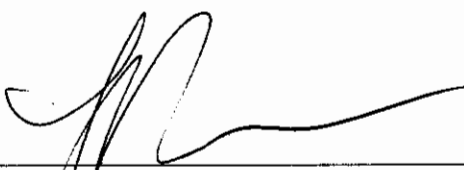
SIXTH DEFENSE

And further Answering, the Third Party Defendant says that the Third Party Plaintiff is not entitled to maintain this action for the reason that at the time set forth in the Third Party Complaint the Third Party Plaintiff was not in the exercise of due care and the damages alleged were caused in whole or in part by the negligence of the Third Party Plaintiff.

SEVENTH DEFENSE

And further Answering, the Third Party Defendant states that if the Third Party Plaintiff suffered the injuries or damages as alleged, such injuries or damages were caused by someone for whose conduct the Third Party Defendant was not and is not legally responsible.

THE THIRD PARTY DEFENDANT CLAIMS A TRIAL BY JURY ON ALL ISSUES



THOMAS B. FARREY, III/BBO# 159880
FRANK S. PUCCIO, JR./BBO# 407580
Burns & Farrey
446 Main Street
Worcester, Massachusetts 01608
Telephone 508-756-6288

CERTIFICATE OF SERVICE

I, THOMAS B. FARREY, III AND/OR FRANK S. PUCCIO, JR., hereby certify that I have this date mailed a copy of the within document, by first class mail postage prepaid, to **Patrick L. Loftus,, III, Esquire, Law Office of Patrick J. Loftus, III, 9 Park Street, Suite 500, Boston, MA 02108; Robert M. Cozen, Esquire, Cozen & O'Connor, 1900 Market Street, Philadelphia, PA 19103; Kathleen Brink, Esquire, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., 1 Financial Center, Boston, MA 02111; Jay S. Gregory, Esquire, Donovan Hatem LLP, Two Seaport Lane, 8th floor, Boston, MA 02210.**

DATED: December 1, 2005



THOMAS B. FARREY, III
FRANK S. PUCCIO, JR.

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